

Memorandum of Agreement
Regarding the Development of a
Multi-Modal Passenger Terminal in Atlanta, Georgia

Parties to the Agreement:

This Agreement is made and entered into by:

The Georgia Department of Transportation (“GDOT”);

The City of Atlanta, Georgia (COA);

The Atlanta Regional Commission (ARC);

The Metropolitan Atlanta Rapid Transit Authority (“MARTA”); and

The Georgia Regional Transportation Authority (“GRTA”).

Each of the above referenced entities may be referred to individually in the manner set forth above or collectively as the “Parties.”

Recitals:

1. GDOT is an agency of the State of Georgia.
2. COA is a municipal corporation, created and governed under the laws of the State of Georgia.
3. ARC is a public agency and instrumentality of its members as created and authorized by the laws of the State of Georgia to facilitate coordinated and comprehensive planning in conformity with minimum standards and function as the regional planning entity for land use, environmental, transportation, and historic preservation planning in the Atlanta region which consists of the a 10-county area including Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale counties.
4. MARTA is a public body corporate created by the Georgia General Assembly as a joint public instrumentality of the City of Atlanta and the counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett in the manner specified in that certain Act known as the Metropolitan Atlanta Rapid Transit Authority Act of 1965 (1965 Ga. Laws p. 2243) (the “MARTA Act”), as amended, for the purpose of operating a public transit system throughout the City of Atlanta, Fulton County and DeKalb County.

5. GRTA is an instrumentality of the State of Georgia and a public corporation created under the laws of the State of Georgia for purposes of managing or causing to be managed land transportation and air quality.

6. Each of the Parties acknowledges and agrees that there is a need throughout the region for a facility to provide for a centralized location that would allow for the easy transfer between various modes of transportation, including but not limited to, inter-city rail, intercity bus, commuter bus, local bus, heavy rail, paratransit, taxis and other transportation as well as allowing bicycle and pedestrian access and that this location should provide maximum transit interconnectivity.

7. Each of the Parties acknowledges and agrees that the facility is to be referred to for the purposes of this Agreement as The Atlanta Multi-Modal Passenger Terminal ("MMPT," "MMPT Project" or "Project").

8. Each of the Parties acknowledges and agrees that a location in the City of Atlanta, Georgia bounded by the area beginning at the southwest intersection of Peachtree Street SW and Marietta Street SW—proceeding northwest to the southeastern intersection of Marietta Street NW and Centennial Olympic Park Drive, then proceeding southwesterly to the western boundary of the Norfolk Southern Railroad Right of Way, thence south along the Norfolk Southern Railroad Right of Way to Peters Street, thence southeast along Peters Street, to the southeastern intersection of Peters Street and Spring Street SW, thence proceeding, north along Spring Street SW to the northeast intersection of Alabama Street and Spring Street SW, then proceeding east along Spring Street SW to its northeastern intersection with Peachtree Street SW, thence north along Peachtree Street to the point of beginning is the subject of this Agreement concerning the MMPT. This description of the physical location and the facts concerning ownership of the real property are acknowledged by the Parties as sufficiently specific for the purposes of this Agreement to be carried out. The Parties agree that this is only a general description of potential locations of various future improvements and that not every parcel in the area will be affected. This general description is not intended to commit any Party to use the power of eminent domain to acquire any property within the boundaries of the MMPT Project without further consultation with its governing authority.

9. ARC did in a 1992 document entitled the *Atlanta Multi-Modal Passenger Terminal Feasibility Study* identify the area for the MMPT as set forth and defined herein but also included the Five Points MARTA Station as the preferred location for such a facility in the City of Atlanta.

10. COA did recommend a change in the orientation of proposed rail access to the MMPT in a 2009 document entitled *Beltline Technical Advisory Committee Final Report* and the recommendations for such change in the orientation set forth in the *Beltline Technical Advisory Committee Final Report* were accepted and adopted by the Parties in a document referred to as the "*Framework Agreement*."

11. A joint venture between MARTA, ARC and GRTA called The Transit Planning Board ("TPB") was established through joint resolution of the governing boards of the three agencies as an entity which would suggest a methodology to coordinate regional transit policy and operations and develop a vision for transit investment.

12. The TPB did produce a document entitled *Concept 3 Regional Transit Vision Plan* ("Concept 3") developed which was adopted by MARTA, GRTA and the ARC and envisions the manner in which new investments would allow for major transit expansion in the Atlanta metropolitan region including the planning, implementation, construction and maintenance of the MMPT.

13. For its 2007 program year, ARC named COA as the recipient of certain funding for the creation of a comprehensive city-wide transportation plan. In December 2008, the Atlanta City Council did adopt and the Mayor did approve Ordinance 08-O-2232 in which the *Connect Atlanta Plan* was made a part of the City's comprehensive development plan. The *Connect Atlanta Plan* lists the MMPT as a "Tier 1" project.

14. The Atlanta Downtown Improvement District Inc, and Central Atlanta Progress in partnership with area stakeholders developed a master plan, known as the ("*Green Line*"), for redevelopment of the east-west corridor of the central core of Atlanta near Philips Arena to the State Capitol area which included specific reference to a new multimodal passenger terminal adopted by reference into the City of Atlanta's Comprehensive Development Plan.

15. The Parties enter into this Agreement concerning the planning, development, construction and maintenance of the MMPT in order to coordinate their efforts to integrate the various modes of transit with which one or more of them are now involved into the MMPT Project.

16. The MMPT Project is to be constructed through a funding commitment from the Federal Transit Administration ("FTA") and a public-private partnership. Such public-private partnership is to be entered into between and among one or more of the Parties and private investors and this relationship shall be governed and controlled by other documents.

17. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes intergovernmental agreements for up to fifty (50) years concerning activities, services and facilities that the Parties are authorized by law to undertake or provide.

Agreements:

In consideration of the mutual promises and covenants herein contained, and with respect to their agreement to the Recitals, the Parties further agree to the following:

1. The Parties agree to cooperate and support the planning, development, construction and maintenance of the Multi-Modal Passenger Terminal ("MMPT" or the "Project") in the manner set forth and to the extent there is no conflict in the various planning documents recited above or as may be later provided by subsequent documents adopted by their various governing authorities.

2. The utilization of the MMPT for those transit services provided by one or more of the Parties is a necessary and desirable element and each agrees to incorporate the MMPT into its future planning for those with activities, services and facilities that the Parties are authorized by law to undertake or provide including without limitation, rail service for regional and intercity travel, commuter rail lines, potential intercity rail service, regional bus bays, local bus access, bicycle trails and lanes as well as pedestrian streetscapes for which each is responsible and to the extent that such utilization is reasonably feasible.

3. Until such time as the Project is approved for the participation of other Parties in a "Joint Development Agreement" and their respective governing authority consents, GDOT will, in its sole capacity, enter into such agreements with FTA as necessary for the use of funds to be provided by FTA in the construction of the Project.

4. With respect to any financial obligation of any type, concerning federal, including without limitation, the submission of certifications and assurances concerning the Project or the repayment of any federal funds to the United States of America and/or any executive department or agency thereof (the "Federal Government"), this Agreement does not bind or obligate any other party to accept any liability to the Federal Government, including without limitation, liability for repayment of such funds to the Federal Government other than the party unless the obligation of a Party is modified by entry into a Joint Development Agreement or a subsequent Intergovernmental Agreement.

5. GDOT shall undertake and manage the implementation of the Project through its public-private partnership procurement process unless such obligations and responsibilities of the Parties are modified by a future Joint Development Agreement or a subsequent Intergovernmental Agreement, provided however that GDOT shall not be relieved of the obligations set forth herein to consult with the Parties and report the status of the Project.

6. The Parties agree to develop and staff such committees as are deemed advisable to provide assistance and technical advice for the implementation of the MMPT. The following committees are created by this Agreement and after each holds its initial organizational meeting within thirty (30) days after the last of the Parties has executed, the committees shall set such time and place for future meetings and method of governance as decided at the initial organizational meeting. Such initial organizational meeting shall be called by GDOT and each Party shall send representatives as it deems necessary but each Party shall only have one vote.

- A. Advisory Group which shall be chaired by a majority vote of the parties;
 - (i) The Atlanta Downtown Improvement District, Inc. (ADID) which is a 501(c)(3) not for profit corporation founded in 1995 by Central Atlanta Progress as a public private partnership to create a livable environment for Downtown Atlanta shall be a member of the Advisory Group.
- B. Technical Committee which shall be chaired by a representative of MARTA and shall be responsible for the development of transportation needs for incorporation in the procurement documents for the project;
- C. Procurement Committee which shall be chaired by a representative of GDOT and shall be generally responsible for developing/reviewing procurement documentation for the project;
- D. Communication Committee which shall be chaired by a representative of GDOT and shall be generally responsible for coordinating the public outreach for all parties not listed and the general public who are impacted by the project;
- E. Evaluation Committee which shall be chaired by a representative of GDOT and shall generally be responsible for the evaluation of all proposals given to the Department as a response to the procurement for the Project.

7. The terms of this Agreement shall run for a period of fifty (50) years from the effective date of approval by the parties, deemed to be the date of the last required signature on the signature page, unless terminated sooner for convenience of any Party and such termination shall become effective ninety (90) days after providing written notice to the other Parties.

8. All notices and other communications there under shall be in writing, signed by or on behalf of the party giving same, and shall be deemed delivered when served on the other party or its attorney in person or when deposited in the United States Mail, postage prepaid, registered, or certified mail, return receipt requested, addressed to the parties as follows:

GDOT: Georgia Department of Transportation
Attn: Vance C. Smith, Jr.
600 West Peachtree Street
Atlanta, Georgia 30308
404 631 1000 -- Fax 404 631 1846

COA: Office of the Mayor of the City of Atlanta
Attn: Luz Borrero
55 Trinity Avenue, S.W, Suite 4700
Atlanta, GA, 30335
404 330 6100 -- Fax 404 658 6732

ARC: Atlanta Regional Commission
Attn: Charles Krautler
40 Courtland St NE
Atlanta, GA 30303
404 463 3100 -- Fax 404 463 3105

MARTA: Metropolitan Atlanta Rapid Transit Authority
Assistant General Manager of Legal Services / Chief Counsel
2424 Piedmont Road
Atlanta, Georgia 30324-3330
404 848 5220 -- Fax 404 848 5225

GRTA: Georgia Regional Transportation Authority
Attn: Kirk Fjelstul
245 Peachtree Center Ave., NE, Suite 800
Atlanta, GA 30303-1223
404 463 200 -- Fax 404 848 5225

9. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

10. The following General Terms are included herein:

A. The headings or titles are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

B. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to strict compliance by the other party hereto with the terms and conditions of this Agreement.

C. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

D. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by

| reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

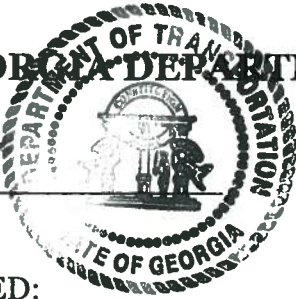
E. The termination of this Agreement shall not operate to cut off any claims or causes of action in favor of either party which occurred or arose prior to the effective date of such termination.


F. This Agreement may be executed in counterparts but the Parties agree that each Party shall be entitled to have a document with original signatures and agree to assist each other in achieving full execution of sufficient originals for this purpose.

11. This Agreement supersedes all prior negotiations, discussions, statements and agreements and constitutes the full, complete and entire agreement between the parties with respect to the terms of the Agreement regarding the development of the MMPT except as the same may be herein referenced; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement, except with respect to a modification that is specifically identified herein shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties and incorporated in and by reference made a part hereof.

GEORGIA DEPARTMENT OF TRANSPORTATION


Treasurer (Seal)



By: 
Vance C. Smith, Jr.
Commissioner

RECOMMENDED:


Chief Engineer

METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY

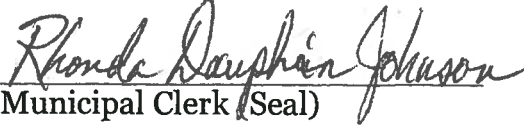
Secretary / Asst. Secretary (Seal)

By: Beverly A. Scott
Beverly A. Scott
General Manager/CEO

APPROVED AS TO FORM

Elizabeth M. [Signature]
Chief Counsel

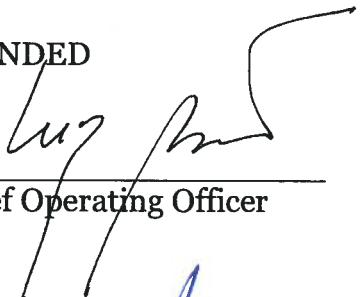
CITY OF ATLANTA, GEORGIA


Municipal Clerk (Seal)

By:


Kasim Reed,
Mayor

RECOMMENDED


Deputy Chief Operating Officer

APPROVED AS TO FORM


City Attorney

APPROVED


Chief Financial Officer

ATLANTA REGIONAL COMMISSION

Christopher J. Burke
(Seal)



By: Charles Krautler
Charles Krautler
Director

GEORGIA REGIONAL TRANSPORTATION AUTHORITY

(Seal)

By: 
Kirk Fjelstul
Acting Director